

## **Terms & Conditions Insider Hair and Beauty B.V., [www.insidershairbusiness.com](http://www.insidershairbusiness.com)**

### **Article 1: General**

The Terms & Conditions of Insider Hair and Beauty B.V. are applicable to the website [www.insidershairbusiness.com](http://www.insidershairbusiness.com) and to all agreements made between you and Insider Hair and Beauty B.V..

### **Article 2: Offers**

- 2.1 All offers on the website are non-binding, unless specifically stated otherwise. Offers do not automatically apply to re-orders. Furthermore, offers cannot be returned.
- 2.2 Insider Hair and Beauty B.V. cannot be held to offers when it is obvious that there has been a mistake or a typing error.

### **Article 3: Payment / prices**

- 3.1 All prices are subject to typing errors.
- 3.2 All prices for consumers quoted on the website include tax and exclude delivery, unless stated otherwise. For business customers who are logged in on the website, the prices are excluding tax and delivery.
- 3.3. Payment of the sale price must be made when ordering the product, unless otherwise agreed.
- 3.4 Other payment agreements apply only if agreed to in writing by Insider Hair and Beauty B.V..
- 3.5 The administration of Insider Hair and Beauty B.V. is considered proof of your orders and purchases, unless you can prove differently. You acknowledge that electronic communication can serve as proof.
- 3.6 If the customer does not pay within the agreed payment term, Insider Hair and Beauty B.V. will charge the customer the entire amount owed and the statutory interest rate plus 1% (one percent) to be charged from the due date of the invoice. All collection costs, both judicial and extrajudicial, caused by non-payment by the customer will be charged to the customer. The external creditor collection costs amount to 15% (fifteen percent) of the principal with a minimum of € 150, -.
- 3.7 Insider Hair and Beauty B.V. is at all times, regardless of the agreed payment terms, entitled to demand sufficient security for payment and to suspend the execution of the agreement, if no such assurance can be given. In that case, the buyer has the choice between cash payment of the delivered goods net of any advance payment, and cancellation of the agreement, subject to the provisions in Article 3.8.
- 3.8 Payments made by the customer to Insider Hair and Beauty B.V. will be used to settle the customer's oldest outstanding invoices, including interest and costs.
- 3.9 If payment has not been made at time of delivery, Insider Hair and Beauty B.V. may choose not to deliver until payment has been made. In this case the customer is required to pay Insider Hair and Beauty B.V. for transportation costs and an amount of € 5, - per day, or part of a day until delivery is made in compensation for the costs Insider Hair and Beauty B.V. incurs due to storage of the delivery.

### **Article 4: Data**

- 4.1 You must make sure that your data, including your email address, address and bank account number are stated correctly and are up to date.
- 4.2 Insider Hair and Beauty B.V. guarantees you that all personal data will be handled with utmost care, and that your data shall not be passed on, sold or given in any other way to third parties without your prior consent
- 4.3 Insider Hair and Beauty B.V. will save your data in the database, in order to fulfil commitments

that rise from the agreement made with you. We can use your email address to update you about information and services that might be of interest to you, unless you specifically ask us not to do this.  
4.4 You can check and change your personal data at any time using the website.

#### **Article 5: Agreement**

5.1 You enter into a binding purchase agreement with Insider Hair and Beauty B.V. when Insider Hair and Beauty B.V. receives your order.

5.2 It is only possible to change this agreement if this is explicitly accepted by Insider Hair and Beauty B.V..

#### **Article 6: Delivery**

6.1 Orders will be delivered at the shipping address you stated in the website, unless you have opted to collect the order at the Insider Hair and Beauty B.V. shop or you have given another shipping address.

6.2 You are required to accept the purchased products at the moment when these are being offered to you.

6.3 In case you refuse the delivery of the order or you are negligent in giving necessary information or instructions for delivery, the products will be stored for you at your own expense.

6.4 In case you have stated a wrong address for delivery, then the extra cost are being charged to your account.

#### **Article 7: Shipping damages**

Insider Hair and Beauty B.V. is responsible for damages that may occur during the shipping of the products. This includes damage, theft or loss of the products. Upon delivery, this responsibility is being transferred to you.

#### **Article 8: Reimbursement**

8.1. The customer has the right to dissolve the agreement with Insider Hair and Beauty B.V., without giving a reason, within fourteen (14) days after receipt of the product.

8.2. If the customer wishes to terminate the agreement under Article 7.1 of these conditions, the customer must report this in writing (email or letter) to Insider Hair and Beauty B.V.. After consulting with Insider Hair and Beauty B.V. the customer must send the product to the given return address. This should be done in the original, undamaged packaging. Opened packages will not be refunded. Opening the package indicates that the customer wants to keep the product/products. The customer has to bear the cost and risk of sending.

8.3. If the customer has already made payment at the time the customer dissolves the agreement with Insider Hair and Beauty B.V., according to Article 7.1. and 7.2 of these conditions, Insider Hair and Beauty B.V. will refund these payments to the customer within fourteen (14) days of receiving the returned products.

8.4. Insider Hair and Beauty B.V. reserves the right to refuse returned products or to credit only part of the amount already paid, if it is suspected that the product has been opened, used, or has been damaged as a result of customer negligence.

8.5. If a product is returned that, in the opinion of Insider Hair and Beauty B.V., has been damaged due to customer negligence, Insider Hair and Beauty B.V. will inform the customer in writing (via letter or e-mail). When refunding the customer, Insider Hair and Beauty B.V. is entitled to withhold an amount to cover the reduced value of the product as a result of negligence by the customer.

#### **Article 9: Guarantee**

- 9.1 Insider Hair and Beauty B.V. guarantees that the products to be delivered will be in accordance with the specifications on the website.
- 9.2 It is expected that you check the product at the moment of delivery, or in any case at the shortest notice after delivery. You should check that the quality and quantity of the items delivered are in accordance with the rules you agreed upon by purchasing the product, or in any case fulfil the requirements that are common in normal economic exchanges.
- 9.3 If within 14 days after delivery it turns out that the products are not in accordance with the specifications as mentioned on the website, Insider Hair and Beauty B.V. will reimburse the amount you paid within 14 days after receiving the product in return. You are also entitled to ask Insider Hair and Beauty B.V. to replace the product.
- 9.4 After the end of the period as mentioned in 8.3, Insider Hair and Beauty B.V. is entitled to charge you for all cost of replacement, including administrative, shipping and delivery costs.
- 9.5 The guarantee as described in this article does not count in case of incorrect use of products or if the products have been used for different objectives than they are meant to be used for.

#### **Article 10: Ownership of products**

Insider Hair and Beauty B.V. will be the owner of the products until the full amount has been paid to Insider Hair and Beauty B.V..

#### **Article 11: Cancellation of contract**

- 11.1 If the customer does not properly or timely fulfill any obligation or in the event of bankruptcy or receivership of the client or his/her business, he / she shall be deemed to be legally in default of the law and Insiders Hair and Beauty B.V. can, without notice and without judicial intervention, suspend or dissolve the agreement, in whole or in part, at its discretion, without being held to any compensation or warranty, but without prejudice to its rights. In these cases, any claim which Insiders Hair and Beauty B.V. has against the customer or will become immediately terminated.
- 11.2 If the customer cancels an order for any reason, unless in agreement with Insiders Hair and Beauty B.V., he / she must pay 25% of the total order amount in compensation for the execution of the agreement, without prejudice to the right of Insiders Hair and Beauty B.V. to compensation for loss of profit and from the cancellation damage.

#### **Article 12 - Intellectual Properties Rights**

- 12.1 The (intellectual property) rights relating to the website, including the rights to the texts, images, design, data files, photos and other images of films, formats, software, brands (including domain names) and other materials belong to Insiders Hair and Beauty B.V. and its licensors.
- 12.2 You may not use any part of the website and / or make any part of the website available to third parties and / or reproduce any content other than by downloading and viewing on a single computer and / or printing a hard copy.
- 12.3 The use of links to [www.insidershair.com](http://www.insidershair.com) for commercial purposes is forbidden.

#### **Article 13: Liability**

- 13.1 In case the products delivered by Insider Hair and Beauty B.V. are defective, the liability of Insider Hair and Beauty B.V. is reduced to the agreements as described in these Terms & Conditions article 8 (Guarantee).
- 13.2 The maximum liability of Insider Hair and Beauty B.V. for direct or indirect damage is always restricted by the purchasing price of the damaged product, unless the damage is caused deliberately by you or by your own negligence.
- 13.3 Insider Hair and Beauty B.V. does not accept liability for any damage made, direct or indirect,

caused by or resulting from the impossibility to use the Website, wrong/incomplete or not up to date information on the website, and the illegal usage of the systems of Insider Hair and Beauty B.V., among which the website, by a third party.

13.4 The liability constraints mentioned in these Terms & Conditions are not applicable in case the direct or indirect damage is caused by of Insider Hair and Beauty B.V. or her subordinates.

**Article 14: Force Majeure**

Parties are cannot be held to any commitments in case of circumstances not owing to their own fault, nor the law, a legal transaction that are accounted to her.

**Article 15: Referrals**

The website may contain referrals (for example hyperlinks, banners or buttons) to websites of third parties. Insider Hair and Beauty B.V. is not responsible for the content of these websites.

**Article 16: Other**

15.1 Any deviation of these Terms & Conditions can only be agreed on in writing. No rights can be derived from these deviations with relation to these Terms and Conditions for later legal relations.

15.2 Insider Hair and Beauty B.V. is entitled to transfer the rights and commitments of this agreement to a third party by a sole notification to you.

**Article 17: Applicable Law and Competent Authority**

Dutch Law is applicable to these Terms & Conditions. All possible disputes will be put to the competent judge in Amsterdam. Insider Hair and Beauty B.V. can adjust these Terms and Conditions any time.